



JIM McDONNELL, SHERIFF

County of Los Angeles  
Sheriff's Department Headquarters  
4700 Ramona Boulevard  
Monterey Park, California 91754-2169




*A Tradition of Service*

**ADOPTED**

BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

48 June 16, 2015

  
PATRICK OZAWA  
ACTING EXECUTIVE OFFICER

May 12, 2015

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
Los Angeles, California 90012

Dear Supervisors:

**APPROVAL OF MODIFICATION NUMBER 8 TO CONTRACT NUMBER 640-11-116  
WITH HEALTHRIGHT 360 TO PROVIDE COMPREHENSIVE SERVICES  
FOR THE ASSEMBLY BILL 109 INMATE POPULATION  
(ALL DISTRICTS) (3 VOTES)**

**SUBJECT**

The Los Angeles County (County) Sheriff's Department (Department) seeks approval of Modification Number 8 (Modification) for an extension to contract number 640-11-116 (Contract) with HealthRIGHT 360 to continue providing comprehensive services (Services) for the Assembly Bill 109 (AB 109) inmate population, effective July 1, 2015. This extension is for the Department's Services only.

**IT IS RECOMMENDED THAT THE BOARD:**

1. Delegate authority to the Sheriff, as an agent for the County, to prepare and execute the Modification to the Contract, substantially similar to the attached Modification with HealthRIGHT 360 for the provision of Services for the Department's AB 109 inmate population, not to exceed \$233,813 for a period of eight months, from July 1, 2015, through February 29, 2016.
2. Delegate authority to the Sheriff, or his designee, to terminate the Contract, in whole or in part, once the Department has completed their Request for Proposals (RFP) solicitation and negotiation process for its own agreement for case management and referrals services (Jail In-Reach Services) for the inmate population within the County's jail system.

**PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The purpose of the recommended action is to obtain approval of a Modification to the Contract with HealthRIGHT 360 to continue providing comprehensive services for the Department's AB 109 inmate

population only. This Contract was previously a joint recommendation with the County's Probation Department (Probation). Probation's portion of the Contract was terminated on June 30, 2014. The Department's portion will expire on June 30, 2015. This Modification allows the Department to continue utilizing these Services, while completing its own competitive RFP solicitation process.

The Department intends to expand the scope of Services in the new RFP to cover the entire qualified inmate population housed in the County's jail system, significantly increasing the number of inmates served subject to extra funding support from the Inmate Welfare Commission. In the event that extra funding support from the Inmate Welfare Commission is not available, the scope of work of the RFP will have to be adjusted accordingly. The Inmate Welfare Commission is expected to make a decision regarding the extra funding in late May 2015. The Department intends to release the RFP in early June 2015. The modification will allow the Department time to complete this RFP process to identify a suitable service provider for Jail In-Reach Services.

The Department will continue to provide oversight of HealthRIGHT 360 and will ensure accountability for the Services provided. The Sheriff will have delegated authority to terminate the Contract, in whole or in part, at the sole discretion of the County, once the Department has completed the RFP solicitation and negotiation process for a new agreement for Services.

### **Implementation of Strategic Plan Goals**

The public/private partnership between the Department and HealthRIGHT 360 supports the County's Strategic Plan, Goal 1, Operational Effectiveness; and Goal 3, Integrated Services Delivery. The Services provided by HealthRIGHT 360 has a direct impact on decreasing inmate recidivism rates, which benefits the safety and security of the residents of the County.

### **FISCAL IMPACT/FINANCING**

The cost for the Modification is \$29,226.63 per month for the Services provided for the Department's AB 109 inmate population, for a total not to exceed \$233,813 for the eight-month period. Funding is included in the Department's Fiscal Year (FY) 2015-16 Budget.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

In April 2011, the California Legislature passed the Public Safety Realignment Act (AB 109), which transferred responsibility for supervising specific low-level inmates and parolees from the California Department of Corrections and Rehabilitation (CDCR) to the counties effective October 2011. The passage of AB 109 was an unprecedented shift in public safety services from the State to local agencies; with counties given an extremely short period of time for planning purposes. As a result, many supportive service issues were not addressed in the initial support services plan due to a number of unknown variables.

On December 20, 2011, the Contract with HealthRIGHT 360 was approved by the Board on a sole source basis due to a critical need to provide immediate Services to the AB109 inmate population. HealthRight 360 was identified as the primary service provider for the AB109 inmate population because of its distinctive background and experience as the Regional Substance Abuse Servicing Coordinating Agency (SASCA) serving the County for the CDCR since 1999. SACSAs had the experience and proven success as a provider of re-entry and diversion services; and brought an existing infrastructure, and level of expertise to assist the County in providing for post-release community supervision.

On June 24, 2014, an extension to the Contract with HealthRIGHT 360 was approved by the Board for a period of one year from July 1, 2014, through June 30, 2015, for the provision of Services for the Department only, which allowed the Department to continue utilizing these Services, while conducting an RFP process for its own agreement for Services.

The Department is finalizing its own RFP solicitation process and anticipates releasing the RFP in June, 2015. Currently, the Department has identified \$350,000 annually from General Funds, while extra funding support is being sought through the Inmate Welfare Commission. The Department is requesting additional time to complete the solicitation process and to secure funding. The recommended action will allow HealthRIGHT 360 to continue providing Services for the Department without a lapse in Services.

HealthRIGHT 360 agrees to give first consideration to hire permanent County employees targeted for layoff, or qualified former County employees who are on a re-employment list after the effective date of this contract, and throughout the life of the contract.

In accordance with the Chief Executive Office memorandum dated October 6, 1997, this Contract contains County requirements regarding jury service, and the hiring of participants of the Greater Avenues for Independence and General Relief Opportunity for Work Program.

In accordance with the County's Auditor-Controller memorandum dated March 2, 2000, this Contract contains County requirements regarding contractor non-responsibility and debarment.

County Counsel has reviewed and approved this Modification as to form.

**IMPACT ON CURRENT SERVICES (OR PROJECTS)**

Approval of this Modification will ensure uninterrupted comprehensive services for the AB109 inmate population within the County's jail system. There will be no negative impact on current Department operations and services.

**CONCLUSION**

Upon Board approval, please return two adopted copies of this Board letter to the Department's Contracts Unit.

Sincerely,

A handwritten signature in black ink, appearing to read "Jim McDonnell". The signature is stylized with a large, looping initial "J" and a cursive "McDonnell".

JIM McDONNELL

Sheriff

JM:ARV:av

Enclosures

**MODIFICATION NUMBER EIGHT  
TO CONTRACT NUMBER 640-11-116  
TO PROVIDE COMPREHENSIVE SERVICES TO THE RE-ENTRY POPULATION  
FOR THE COUNTY OF LOS ANGELES PROBATION DEPARTMENT  
AND SHERIFF'S DEPARTMENT**

**HEALTHRIGHT 360  
(FORMERLY HAIGHT ASHBURY FREE CLINICS, INC.)**

This Modification Number Eight to Contract Number 640-11-116 is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2015 by and between the County of Los Angeles, hereinafter referred to as COUNTY, and HealthRIGHT 360, hereinafter referred to as CONTRACTOR. HealthRIGHT 360 is located at 149 West 22<sup>nd</sup> Street, Los Angeles, CA 90007.

**WHEREAS**, the parties on December 23, 2011 entered into a contract for a period from December 23, 2011 through June 30, 2012 for CONTRACTOR to provide program oversight for a voluntary program that provides residential and other support services to Adult Post Release Community Supervision clients to enable successful reintegration into the community for the County of Los Angeles Probation Department and Sheriff's Department; and

**WHEREAS**, contract was modified on June 12, 2012 to extend the contract for a ninety (90) day period of July 1, 2012 through September 30, 2012; and

**WHEREAS**, Haight Ashbury Free Clinics, Inc. notified COUNTY on July 3, 2012 of its legal name change to HealthRIGHT 360, effective October 1, 2012; and

**WHEREAS**, HealthRIGHT 360 will maintain Haight Ashbury Free Clinics, Inc. Federal Tax I.D. number and Board of Directors; and

**WHEREAS**, contract was modified on September 20, 2012 to extend the contract for a ninety (90) day period of October 1, 2012 through December 31, 2012; and

**WHEREAS**, contract was modified on December 18, 2012 to extend the contract for a ninety (90) day period of January 1, 2013 through March 31, 2013; and

**WHEREAS**, contract was modified on March 6, 2013 to extend the contract for a final ninety (90) day period of April 1, 2013 through June 30, 2013; and

**WHEREAS**, contract was modified on June 26, 2013 to extend the contract for a one year period of July 1, 2013 through June 30, 2014; and

**WHEREAS**, contract was modified on June 27, 2014 to extend the contract for a one year period of July 1, 2014 through June 30, 2015 for Sheriff's Department service only; and

**WHEREAS**, COUNTY and CONTRACTOR mutually agree to modify said contract as herein set forth.



**NOW, THEREFORE**, in consideration of the mutual covenants herein set forth and the mutual benefits to be derived therefrom, said contract is modified as follows:

1. Contract, Paragraph 4.0, TERM OF CONTRACT, Sub-paragraph 4.1, page 6, is amended in its entirety to read as follows; the remaining sub-paragraphs remain the same.

#### **4.0 TERM OF CONTRACT**

- 4.1 The initial term of this contract was from December 23, 2011 through June 30, 2012. The term of this contract was extended for four additional ninety (90) day periods from July 1, 2012 through June 30, 2013. The term was extended for an additional twelve (12) month period of July 1, 2013 through June 30, 2014. The term was extended for an additional twelve (12) month period of July 1, 2014 through June 30, 2015 for Sheriff's Department services only. The term of this contract is being extended for an additional eight (8) month period of **July 1, 2015 through February 29, 2016 for Sheriff's Department services only. All Probation Department services terminated effective June 30, 2014.**

2. Contract, Paragraph 5.0, CONTRACT SUM, Sub-paragraph 5.1, page 7, is amended in its entirety to read as follows; the remaining sub-paragraphs remain the same.

#### **5.0 CONTRACT SUM**

- 5.1 The contract fee under the terms of this contract shall be the total monetary amount payable by COUNTY to the CONTRACTOR for supplying all services specified under this contract, which shall be paid as defined in *Exhibit B1, Sheriff Pricing Sheet*. The contract cost shall not exceed **\$233,813 (\$29,226.63 per month) (Sheriff's Department services only)** for a period of **July 1, 2015 through February 29, 2016**. Notwithstanding said limitation of funds, CONTRACTOR agrees to satisfactorily perform and complete all work specified herein.
3. Exhibit B1, Sheriff Pricing Sheet, of the Contract is deleted in its entirety and replaced with the attached Exhibit B1, Sheriff Pricing Sheet, effective July 1, 2015 through February 29, 2016, to set forth the budget for the eight-month extension of the Contract.

/

/

/

/

2

**MODIFICATION NUMBER EIGHT  
TO CONTRACT NUMBER 640-11-116  
BY AND BETWEEN  
THE COUNTY OF LOS ANGELES AND  
HEALTHRIGHT 360  
(FORMERLY HAIGHT ASHBURY FREE CLINICS, INC.)**

**IN WITNESS WHEREOF**, the parties hereto have caused this Modification Number Eight to be executed on its behalf by its duly authorized officers on the dates written below.

COUNTY OF LOS ANGELES  
SHERIFF'S DEPARTMENT

By \_\_\_\_\_  
JIM MCDONNELL, SHERIFF

\_\_\_\_\_  
Date

HEALTHRIGHT 360

By  \_\_\_\_\_

VITKA EISEN

\_\_\_\_\_  
Name (Typed or Printed)


CEO

\_\_\_\_\_  
Title

4.28.15

\_\_\_\_\_  
Date

APPROVED AS TO FORM:  
MARK J. SALADINO  
COUNTY COUNSEL

By  \_\_\_\_\_  
MICHELE JACKSON  
PRINCIPAL DEPUTY COUNTY COUNSEL

4/29/15  
\_\_\_\_\_  
Date

**PRICING SHEET-SHERIFF**  
**JULY 1, 2015 THROUGH FEBRUARY 29, 2016**  
 AMENDED AND RESTATED UNDER MODIFICATION NUMBER EIGHT

**Direct Costs**

**Direct Staffing**

	Position	#	Annual	Monthly	# of months	July-Feb
	In-Reach Manager	1	47,000	3,917	8	31,333.333
	Case Managers	4	37,000	3,083	8	98,666.667
<b>Total</b>		5				<b>130,000.000</b>
Benefits		31%	60,450	5,038	8	40,300.000
<b>Total Direct Staffing</b>					<b>Total</b>	<b>170,300.000</b>

**Documentation Costs**

Direct Client Services	(Vouchers for ID, Tokens, Training materials)	8	6,000	500		<b>4,000.000</b>
------------------------	---	---	-------	-----	--	------------------

**Direct Operating Costs**

Copier	250		2,625	219	8	1,750.000
Rental Space	200	1.5	15,750	1,313	8	10,500.000
Expendable Equipment	2000		8,948	746	8	5,965.333
Office Supplies			6,000	500	8	4,000.000
Communications			6,033	503	8	4,022.000
Mileage			3,441	287	8	2,294.000
Insurance			3,119	260	8	2,079.333
Utilities			3,599	300	8	2,399.333
Building R&M			2,177	181	8	1,451.333
<b>Total Operations</b>						<b>34,461.333</b>
<b>Total Direct Costs</b>						<b>208,761.333</b>

**Total Indirect Costs - 12%**

	37,577	3,131	8	<b>25,051.333</b>
--	--------	-------	---	-------------------

**Total Budget**

<b>233,812.667</b>
--------------------